

A G. Contract No. KR03-1185TRN
ECS File: JPA 03-023
Project: 008 YU 07 Change Order
Section: I-8 Araby Road @
EB Ramps-Gila Ridge Road
TRACS No.: HX12801C
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF YUMA

THIS AGREEMENT is entered into 20th May, 2004 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes Section 48-572, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.
3. Incident to the State's ongoing construction project (Interstate 8, Araby Road at Eastbound Ramps-Gila Ridge Road), the City of Yuma requests the State by change order, to install 3" conduit line, 8 pull-boxes, and pull-wire for the City's future traffic signal interconnect from the intersection of Gila Ridge Road north a distance of 1460 feet, collectively hereinafter referred to as the "Project", at a cost of \$22,788.73 as shown on Exhibit A, attached hereto and made a part hereof, all at the City's expense.
4. The parties hereto agree and acknowledge to the following conditions: 1) The amounts referenced in this agreement are subject to change; 2) The estimated amounts can change substantially; 3) Both parties will perform their responsibilities consistent with the agreement; 4) The final cost of the work described in this agreement will be based on actual costs.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 26838
Filed with the Secretary of State
Date Filed: 05/20/04

Janice K. Brewer
Secretary of State

By: Timothy D. Graenewald

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement invoice the City, in an amount of \$22,788.73, or the actual cost incurred, for the Project, which includes construction engineering and administration costs, as shown on Exhibit A

b. Confer with the City on any Project related contract modifications.

c. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State

2. The City will:

a. Upon execution of this agreement and of receipt of an invoice, remit to the State an amount of \$22,788.73, or the actual cost incurred for the Project, as shown on Exhibit A.

b. Be responsible for any Project related contract modifications services

c. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City

MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and reimbursements; provided, however, that this agreement, may be cancelled by either party at any time prior to the Project construction contract, upon sixty (30) days written notice

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C)

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: (602)-712-7424

City of Yuma
City Administrator
One City Plaza
P.O. Box 13014
Yuma, Arizona 85364

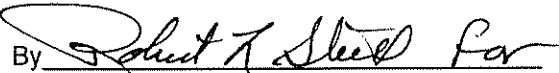
9. In accordance with Arizona Revised Statutes Section 11-952, (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA

STATE OF ARIZONA

Department of Transportation

By 
ROBERT L. WAGNER
City Administrator

By 
DOUGLAS A. FORSTIE P.E.
Deputy State Engineer Operations

ATTEST

By 
BRIGIDA M. KUIPER
City Clerk

Project Araby Rd @ EB Ramps- Gila Ridge Rd
 Project # I 008-A-504
 Tracs HX12801C
 JPA # JPA 03-023

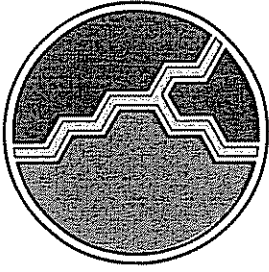
Item #	Item	Unit	Unit Price	Change Order Quantity	Change Order Amount	Actual Quantity	Actual Amount
7320292	Conduit Line (3")	L.Ft	\$ 1.39	1460	\$ 2,029.40	1454	\$ 2,021.06
7320730	Trenching for 3" Conduit	L.Ft	\$ 5.24	1460	\$ 7,650.40	1339	\$ 7,016.36
7320450	Pull Boxes #7	Each	\$ 156.27	7	\$ 1,093.89	6	\$ 937.62
7320456	Special Pull Box (Fiber Optics)	Each	\$ 1,455.88	1	\$ 1,455.88	1	\$ 1,455.88
7320291	Conduit Line (2")	L.Ft	\$ 3.91	10	\$ 39.10	3	\$ 11.73
5010600	Boring for Conduit Line	L.Ft	\$ 55.09	205	\$ 11,293.45	142	\$ 7,822.78
8089199	Encasing Conduit Line	Each	\$ 550.86	1	\$ 550.86	1	\$ 550.86
Total for JPA work					\$ 24,112.98		\$ 19,816.29
Agreed Contract Administration (15%)							\$ 2,972.44
<u>Total Due</u>							<u>\$ 22,788.73</u>

APPROVAL OF THE CITY OF YUMA ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF YUMA, an agreement among public agencies which, has been reviewed pursuant to A R S section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 5 day of March, 2004.

Rafael V. Vazquez (For)
City Attorney



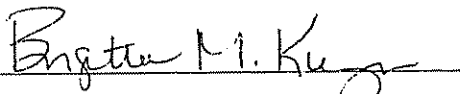
City of YUMA

Office of the City Clerk

One City Plaza
P.O. Box 13012
Yuma, Arizona 85366-3012
(928) 373-5035
FAX (928) 373-5036
TTY (928) 373-5149

CERTIFICATION

I, Brigitta M. Kuiper, do hereby certify that I am the duly appointed City Clerk of the City of Yuma, Arizona, and that the attached Resolution, Resolution R2004-22, is a true and correct copy of the document on file in the Office of the City Clerk.


Brigitta M. Kuiper, City Clerk

3/5/04
Date

RESOLUTION NO. R2004-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF
ARIZONA, REGARDING THE CONSTRUCTION OF CERTAIN
PUBLIC IMPROVEMENTS**

WHEREAS, the State of Arizona (State) is engaged in efforts to reconstruct Avenue 6 1/2E (Araby Road) pavement, lying within the right-of-way of Federal Interstate Highway 8 (I-8); and,

WHEREAS, the City of Yuma (City) desires to have certain traffic signal control facilities incorporated into the improvements to Araby Road, an arterial street within the City; and,

WHEREAS, the City Capital Improvement Program addresses the installation of conduit as a part of the system necessary to coordinate and control traffic signalization within the City; and,

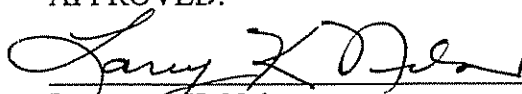
WHEREAS, the State and the City are equally interested in the conservation of fiscal and physical assets; and

WHEREAS, the State and the City have determined that a consolidation of efforts by both parties to undertake the installation of certain traffic signal conduit, as a part of the State's pavement reconstruction project, provides the greatest benefit to the State, the City and the Public.

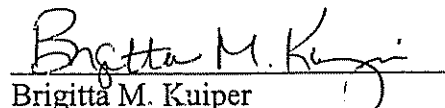
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma that the City Administrator is authorized and directed to execute an Intergovernmental Agreement with the State of Arizona, as shown in Exhibit A, attached hereto and by this reference made a part hereof.

Passed and adopted this 3rd day of March, 2004.

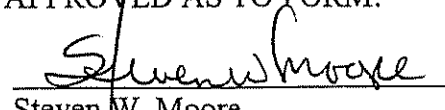
APPROVED:

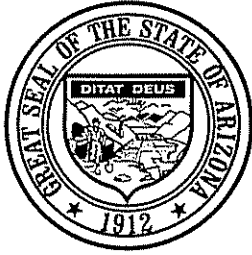

Lawrence K. Nelson
Mayor

ATTESTED:


Brigitta M. Kuiper
City Clerk

APPROVED AS TO FORM:


Steven W. Moore
City Attorney



**ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION**

MEMORANDUM

Jeffrey T. Murray
Assistant Attorney General

Direct: (602) 542-8859
Fax: (602) 542-3646

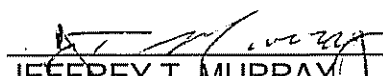
**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. KR03-1185TRN (**JPA 03-023**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED May 12, 2004.

TERRY GODDARD
Attorney General



JEFFREY T. MURRAY
Assistant Attorney General
Transportation Section